

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 6, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1300090
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (248) 207-7367 Michael Livendale
Energy Systems Group LLC 7804 Francis Court Suite 210 Lansing, MI 48917 mlivendate@energysystemsgroup.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0301 Sue Cieciwa
Contract Compliance Inspector: Jerry Elmlad (517) 373-4471 Energy Performance Contract – Parnall Correctional Facility Department of Corrections		
CONTRACT PERIOD: 11 years, 2 months From: November 3, 2010 To: January 5, 2022		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (s):

The following lease agreement (70 pages) is hereby ADDED to this Contract under Schedule N – Financing Agreement.

In addition, the following Dual Obligatee Rider (2 pages) is hereby ADDED to this Contract under Exhibit I – Performance Bond and Exhibit II – Labor and Material Payment Bond.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per attached lease agreement dated December 16, 2010 and Dual Obligatee Rider dated November 8, 2010.

TOTAL ESTIMATED CONTRACT VALUE (NOT TO EXCEED) REMAINS: \$13,290,958.00

















































































































































STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 17, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1300090
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Energy Systems Group LLC 7804 Francis Court Suite 210 Lansing, MI 48917 mlivendate@energysystemsgroup.com		TELEPHONE (248) 207-7367 Michael Livendale
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TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (s):

The following Exhibits (10 pages) are hereby ADDED to this Contract:

Exhibit I – Performance Bond
Exhibit II – Labor and Material Payment Bond

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per bond documentation submitted by Contractor on November 8, 2010.

TOTAL ESTIMATED CONTRACT VALUE (NOT TO EXCEED) REMAINS: \$13,290,958.00





















STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 17, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300090
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Energy Systems Group LLC 7804 Francis Court Suite 210 Lansing, MI 48917 mlivendale@energysystemsgroup.com	TELEPHONE (248) 207-7367 Michael Livendale CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 Sue Cieciva
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CONTRACT PERIOD: 11 years, 2 months, From: November 3, 2010 To: January 5, 2022	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of RFP #071I0200107,
This Contract Agreement and the vendor's quote dated August 20, 2010. In the event of any
conflicts between the specifications, and terms and conditions, indicated by the State and those
indicated by the vendor, those of the State take precedence.

Estimated Contract Value (Not to Exceed): \$13,290,958.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
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CONTRACT NO. 071B1300090
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (248) 207-7367 Michael Livendale
Energy Systems Group LLC		CONTRACTOR NUMBER/MAIL CODE
Lansing, MI 48917 mlivendale@energysystemsgroup.com		BUYER/CA (517) 373-0301 Sue Cieciwa
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TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of RFP #071I0200107, This Contract Agreement and the vendor's quote dated August 20, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value (Not to Exceed): \$13,290,958.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 071I0200107. Orders for delivery will be issued directly by the Department of Corrections through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	FOR THE STATE:
Energy Systems Group LLC	Signature
Firm Name	Anthony J. Des Chenes, Director
Authorized Agent Signature	Name/Title
	Commodities Division, Purchasing Operations
Authorized Agent (Print or Type)	Purchasing Operations
Date	Date



ENERGY PERFORMANCE CONTRACT

TABLE OF CONTENTS

Article 1: Definitions, Schedules, Exhibits and Appendices
Article 2: Energy Usage Records and Data
Article 3: Purchase and Sale; Commencement Date and Terms; Interim Period
Article 4: Savings Guarantee; Annual Reconciliation; Payments to ESCO
Article 5: Fiscal Funding
Article 6: Construction Schedule and Equipment Installation; Approval
Article 7: Equipment Warranties
Article 8: Training by ESCO
Article 9: Permits and Approvals; Coordination
Article 10: Performance by ESCO
Article 11: Environmental Requirements
Article 12: Ownership of Certain Proprietary Rights; Existing Equipment
Article 13: Location and Access
Article 14: Equipment Service
Article 15: Modification, Upgrade or Alteration of the Equipment
Article 16: Standards of Comfort
Article 17: Material Changes
Article 18: Property/Casualty/Insurance; Indemnification
Article 19: Conditions Beyond the Control of the Parties
Article 20: Events of Default
Article 21: Remedies Upon Default
Article 22: Assignment



Article 23: Representations and Warranties

Article 24: Additional Representations of the Parties

Article 25: Miscellaneous Documentation Provision

Article 26: Conflicts of Interest

Article 27: Complete Contract

Article 28: Applicable Law

Article 29: Interpretation of Contract

Article 30: Notice

Article 31: Statutory Obligations

Contract Attachment I: Schedules, Exhibits, and Appendices

Schedules

Schedule A – Equipment to be Installed by ESCO

Schedule B – Description of Facility; Pre-Existing Equipment Inventory

Schedule C – Energy and Cost Savings Guarantee

Schedule D – Compensation to ESCO for Annual Services

Schedule E – Baseline Energy Consumption

Schedule F – Savings Measurement and Verification Plan; Methodology to Adjust Baseline

Schedule G – Construction and Installation Schedule

Schedule H – Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment

Schedule I – Standards of Comfort

Schedule J – ESCO's Maintenance Responsibilities

Schedule K – Agency's Maintenance Responsibilities

Schedule L – Facility Maintenance Checklist

Schedule M – ESCO's Training Responsibilities

Schedule N – Financing Agreement and Payment Schedule

Schedule O – Alternative Dispute Resolution Procedures

Schedule P – Final Project Cost & Project Cash Flow Analysis

Schedule R – Annual Reporting Requirements

Exhibits

Exhibit I – Performance Bond

Exhibit II – Labor and Material Payment Bond

Exhibit II (i) – Certificate of Acceptance – Technical Audit

Exhibit II (ii) – Certificate of Acceptance – Installed Equipment

Exhibit III – Equipment Warranties



Appendices

Appendix A – RFP for ESCO Solicitation

Appendix B – ESCO Proposal

Appendix C – Technical Energy Audit Report

Pre-Existing Service Contracts – Deleted, Not Applicable

Energy Savings Projections

Facility Changes Checklist

Current and Known Capital Projects at Facility – Deleted, Not Applicable

Article 2 – DTMB Terms and Conditions

Attachment I – Special Working Rules

Department of Corrections Inside Prison

Department of Corrections Outside Prison

Article 6 – ARRA Terms and Conditions



ENERGY PERFORMANCE CONTRACT

This Energy Performance Contract (Contract) is entered into as of November 3, 2010 between Energy Systems Group LLC (Contractor), having its principal offices at 7804 Francis Court Suite 210, Lansing, Michigan, and the Department of Technology, Management and Budget (DTMB) for the Department of Corrections (Agency) for the purpose of installing the energy and water cost saving equipment, described in **Schedule A – Equipment to be Installed by ESCO**, and providing other services designed to save energy for the Agency's property and buildings, known as Parnall Correctional Facility, located at Jackson, Michigan (Facility).

RECITALS

WHEREAS, Agency manages the Facility, and desires energy and water cost saving equipment and services designed to save energy and associated energy costs at the Facility; and

WHEREAS, DTMB is authorized to enter into a third party financing this agreement for the acquisition and installation of energy and water cost savings equipment, collectively referred to as the "Work" (as later defined); and

WHEREAS, ESCO has expertise with the recommended procedures for controlling energy through services it has provided and equipment it has installed and maintained at other project sites similar in scope and scale of the Facility; and

WHEREAS, ESCO was selected by DTMB pursuant to a Request for Proposal and has accepted the ESCO's Technical Energy Audit and Project Development Proposal (as later defined); and

WHEREAS, ESCO has made an assessment of the utility consumption characteristics of the Facility and existing equipment described in **Schedule B - Description of Facility**, which was delivered to DTMB and Agency as a Technical Energy Audit Report (Audit), which DTMB and Agency has approved and is attached as **Appendix C – Technical Energy Audit Report**; and

WHEREAS, DTMB and Agency desire to retain ESCO to purchase, install, and service the Parties' agreed upon energy and water cost savings equipment and to provide the services and strategies described in the attached Schedules, for the purpose of achieving energy and water cost reductions within the Facility, as more fully provided in this Contract; and

WHEREAS, DTMB and Agency are authorized under the laws of the State of Michigan to enter into this Contract. 1984 PA 431, MCL 18.1253;

THEREFORE, in consideration of the mutual promises and covenants, and intending to be legally bound, DTMB, Agency, and ESCO agree that the following Contract terms: and Schedules, Exhibits and Appendices, which are attached and are made a part of this Contract.



ARTICLE 1. DEFINITIONS, SCHEDULES, EXHIBITS AND APPENDICES

Section 1.1. Definitions.

Certificate of Acceptance: The certificate substantially in the form provided in Exhibit II (ii).

Contract: This Energy Performance Contract and all its attached Schedules and Exhibits.

Contract Amount: The total amount of all materials, labor, auditing, design, engineering, project construction management fees, overhead, profit, contingency, subcontracted services related to the project.

Energy and Water Cost Savings: The guaranteed savings as provided in Schedule C – Energy and Cost Savings Guarantee.

Energy and Cost Savings Guarantee: The ESCO's guarantee that is achieved from the installation and operation of the Equipment and provision of services provided for in this Contract as specified in Schedule D - Compensation to ESCO for Annual Services and in accordance with the Savings Calculation Formula as set forth in Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline.

Equipment: The goods listed and identified on Schedule A - Equipment to be Installed by ESCO, together and with all additions, modifications, attachments, replacements and parts.

Event of Default: The events described in Article 19 – Conditions Beyond the Control of the Parties.

Interim Period: The period from Contract execution to the Commencement Date.

Commencement Date: The date stated in **Section 3.2 Commencement Date**.

Facility: The facilities selected for energy and water saving measures (equipment and services) designed to reduce consumption and associated costs.

Technical Energy Audit Report (Audit Report): The study by the qualified energy services provider selected for a particular energy performance contract project which includes detailed

Work: Collectively, the Equipment, professional services and project construction related to the project.

Section 1.2. Technical Energy Audit Report and Project Development Proposal.

ESCO has completed the Audit Report of the Facility as set forth in Appendix C – Technical Energy Audit Report dated August 20, 2010 which has been approved and accepted by DTMB and Agency as set forth in Exhibit II (i) - Certificate of Acceptance—Technical Energy Audit Report. The Audit Report includes all energy conservation measures agreed upon by the Parties.



Section 1.3. Schedules, Exhibits and Appendices

ESCO has prepared and DTMB and Agency have approved and accepted the following Schedules:

Schedules

Schedule A	Equipment to be Installed by ESCO
Schedule B	Description of Facility; Pre-Existing Equipment Inventory
Schedule C	Energy and Cost Savings Guarantee
Schedule D	Compensation to ESCO for Annual Services
Schedule E	Baseline Energy Consumption
Schedule F	Savings Measurement and Verification Plan; Methodology to Adjust Baseline
Schedule G	Construction and Installation Schedule
Schedule H	Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment
Schedule I	Standards of Comfort
Schedule J	ESCO's Maintenance Responsibilities
Schedule K	Agency's Maintenance Responsibilities
Schedule L	Facility Maintenance Checklist
Schedule M	ESCO's Training Responsibilities
Schedule N	Financing Agreement and Payment Schedule
Schedule O	Alternative Dispute Resolution Procedures
Schedule P	Final Project Cost & Project Cash Flow Analysis
Schedule R	Annual Reporting Requirements

Exhibits

Exhibit I	Performance Bond
Exhibit II	Labor and Material Payment Bond
Exhibit II (i)	Certificate of Acceptance—Technical Energy Audit Report
Exhibit II (ii)	Certificate of Acceptance—Installed Equipment
Exhibit III	Equipment Warranties

Appendices

Appendix A	RFP for ESCO Solicitation
Appendix B	ESCO Proposal
Appendix C	Technical Energy Audit Report

Section 1.3. Other Documents

This Contract incorporates the entire RFP and ESCO Proposal for this Project labeled Appendix A and B respectively. Acceptance by DTMB and the Agency of the Audit Report is reflected in Exhibit II (i). Notwithstanding, the provisions of this Contract and the attached Schedules shall govern in the event of any inconsistencies between the Technical Energy Audit Report and the provisions of this Contract.



ARTICLE 2. ENERGY USAGE RECORDS AND DATA

Agency has furnished and will continue to furnish (or authorize its energy suppliers to furnish) during the term of this Contract to ESCO or its designee, upon its request, all of its records and complete data concerning energy and water usage and related maintenance for the Agency's Facility.

ARTICLE 3. PURCHASE AND SALE; COMMENCEMENT DATE AND TERMS; INTERIM PERIOD**Section 3.1. Purchase and Sale**

DTMB for the Agency agrees to lease the Equipment through a third party lender, as provided for in a separate lease document, **Schedule N - Financing Document and Payment Schedule**. ESCO agrees to provide the Equipment and, installation as provided herein, as in **Schedule A - Equipment to be Installed by ESCO** based upon the terms and conditions in **Schedule N – Financing Documents and Payment Schedule**.

The agreed to Contract Amount for the Work is a Not to Exceed Price of **\$13,290,958.00** as set forth in **Schedule P - Final Project Cost & Project Cash Flow Analysis**. Payment terms are described in **Schedule N - Financing Document and Payment Schedule**.

ESCO will provide the Work and all related services identified in **Schedule A - Equipment to be Installed by ESCO** and the services detailed in **Schedule J - ESCO's Maintenance Responsibilities** and **Schedule D - Compensation to ESCO for Annual Services**. ESCO must supervise and direct the Work and is solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract. ESCO must pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work.

Agency will pay ESCO in accordance with **Schedule N - Financing Agreement and Payment Schedule**. Payments will be made on a progress basis in accordance with **Schedule N**, for Work completed and authorized by Agency during the Interim Period.

Section 3.2. Commencement Date

The Commencement Date will be the first day of the month after the month in which all schedules are accepted by DTMB and Agency; and ESCO has delivered the Notice to DTMB and Agency that it has installed and commenced operating all of the Equipment specified in **Schedule A - Equipment to be Installed by ESCO** and in accordance with the provisions of **Article 6 - Construction Schedule and Equipment Installation; Approval, Schedule G Construction and Installation Schedule** and **Schedule H - Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment**; and DTMB and Agency has inspected and accepted the installation and operation as evidenced by delivery to ESCO of the Certificate of Acceptance as required in **Exhibit II (ii) - Certificate of Acceptance—Installed Equipment**.



The Commencement Date will not occur and DTMB and the Agency will not be required to accept the Work until all Equipment installation for the Facility is completed by ESCO in accordance with the terms and conditions of this Contract. DTMB and Agency will have **30 days** after notification by the ESCO to inspect and accept the Equipment. DTMB and Agency reserve the right to reject the Equipment if installation fails to meet reasonable standards of workmanship, does not comply with applicable building codes, or is otherwise not in compliance with this Contract. ESCO will not be paid in full, including retainage, until the Equipment installation punch list is completed and ESCO has satisfied all claims for labor and materials and the Certificate of Acceptance has been signed by DTMB. The Certificate of Acceptance will not be unreasonably withheld by the DTMB and Agency.

Compensation payments to ESCO for on-going services and maintenance under this Contract as set forth in **Schedule D - Compensation to ESCO for Annual Services** will begin no earlier than **30 days** from the Commencement Date as defined herein.

Section 3.3. Term of Contract; Interim Period

Subject to the following sentence, the term of this Contract is **ten years** measured beginning with the Commencement Date. Nonetheless, the Contract is effective and binding upon the parties immediately upon its execution by DTMB, and the period from Contract execution until the Commencement Date shall be known as the "Interim Period". All energy savings achieved during the interim period will be fully credited to Agency.

DTMB and Agency reserve the right to discontinue the Measurement and Verification Monitoring by providing thirty (30) days written notice to ESCO prior to the beginning of the next annual guarantee period.

ARTICLE 4. SAVINGS GUARANTEE; ANNUAL RECONCILIATION; PAYMENTS TO ESCO

Section 4.1. Energy and Cost Savings Guarantee

ESCO has formulated and, subject to the adjustments provided for in **Article 17 Material Changes**, has guaranteed the annual level of energy and water cost savings to be achieved as a result of the installation and operation of the Equipment and provision of maintenance and services provided for in this Contract in accordance with the methods of savings measurement and verification as set forth in **Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline**. The Energy and Cost Savings Guarantee is set forth in annual increments for the term of the Contract as specified in **Schedule C - Energy and Cost Savings Guarantee** and has been structured by the ESCO for the guaranteed amount to be sufficient to cover any and all annual payments required to be made by the Agency as set forth in **Schedule D - Compensation to ESCO for Annual Services** and **Schedule N - Financing Agreement and Payment Schedule**.

Section 4.2. Annual Review and Reimbursement/Reconciliation

Energy-related cost savings shall be measured and/or calculated as specified in **Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline** and a report provided within **30 days** of the end of the year for the previous year for each anniversary of the Commencement Date.



In the event the Energy and Cost Savings achieved during such guarantee year are less than the Guaranteed Energy and Cost Savings as defined in **Schedule C – Energy and Cost Savings Guarantee**, ESCO shall pay the Agency an amount equal to the deficiency in cash.

The ESCO shall remit guarantee payments to Agency within **30 days** of written notice by the Agency of such monies due. DTMB and Agency are solely entitled to any excess savings. In no event will excess savings be used to refund ESCO's saving guarantees paid in prior years of the Contract.

Section 4.3. ESCO Compensation and Fees

ESCO has structured the Energy and Cost Savings Guarantee referred to in Section 4.1 above, to be sufficient to include all annual payments required to be made by DTMB and Agency in connection with third party financing of the Equipment set forth in **Schedule N - Financing Agreement and Payment Schedule**. Additionally, ESCO guarantees that the actual energy and operations savings achieved by Agency through the operation of Equipment and performance of services by ESCO will be sufficient to pay for all annual fees to be paid by Agency to ESCO for the provision of maintenance and services in accordance with the provisions of **Schedule D - Compensation to ESCO for Annual Services** and **Schedule J - ESCO's Maintenance Responsibilities**.

Section 4.4. Billing Information Procedure

Payments due to ESCO under Section 4.4 shall be in accordance with **Schedule N – Payment Schedule**.

- (i) By the **10th** day after receipt, Agency must provide ESCO with copies of all energy bills for the Facility which it has received for the preceding month;
- (ii) Upon receipt of the required information, ESCO must calculate the savings in accordance with the agreed-upon calculation formulae in **Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline**.
- (iii) Based upon paragraphs (i) and (ii) above, ESCO must prepare and send to Agency a **quarterly** statement which must set forth for each **month** the amounts of the energy and operations dollar savings calculated in accordance with **Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline** and for the services as provided for in **Schedule D - Compensation to ESCO for Annual Services**.

Section 4.5. Payment – Refer to Section 2.044 Invoicing and Payment – In General

Section 4.6. Effective Date of Payment Obligation

Notwithstanding the above provisions in Section 4, DTMB and Agency will not begin any payments to ESCO under this Contract until all Equipment installation is completed by ESCO in

accordance with the provisions of **Section 6 - Construction and Equipment Installation; Approval** and **Schedule H - Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment**, and accepted by Agency as evidenced by the signed Certificate of Acceptance as set forth in **Exhibit II (ii) - Certificate of Acceptance - Installed Equipment**, and until the Equipment is fully and properly functioning.



ARTICLE 5. FISCAL FUNDING - Refer to Section 2.154 Termination for Non-Appropriation

ARTICLE 6. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

Section 6.1. Construction Schedule; Equipment Installation

Construction and equipment installation must proceed in accordance with the construction schedule approved by DTMB and Agency and attached as **Schedule G - Construction and Equipment Installation Schedule**.

All equipment/installation work associated with this Contract, such as construction contracts for installation of energy saving equipment, must comply with all applicable federal, state and local Laws including health and safety regulations, environmental protection, permits and licensing.

Section 6.2. Systems Startup and Equipment Commissioning

The ESCO must conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in **Schedule H - Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment** and prior to acceptance of the project by DTMB and Agency as specified in **Exhibit II (ii) - Certificate of Acceptance – Installed Equipment**. Testing must be designed to determine if the Equipment is functioning in accordance with both its published specifications and the Schedules to this Contract, and to determine if modified building systems, subsystems or components are functioning properly within the new integrated environment. The ESCO must provide notice to DTMB and Agency of the scheduled test(s) and DTMB and Agency and/or its designees have the right to be present at all the tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO is responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures as specified in **Schedule H - Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment**. The Contractor is responsible for correcting and/or adjusting all deficiencies in Equipment operation that may be observed during system testing procedures. Prior to DTMB and Agency acceptance ESCO must also provide DTMB and Agency with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in **Schedule A - Equipment to be Installed by ESCO**.

ARTICLE 7. EQUIPMENT WARRANTIES - Refer to Section 2.120 Warranties

ESCO warrants that all equipment acquired and installed as part of this Contract is new, materially free from defects in materials or workmanship, will be installed properly in a good and workmanlike manner, and will function properly for a period of one (1) year from the date of the Substantial Completion for the particular energy conservation measure if operated and maintained in accordance with the procedures established per building. Substantial Completion shall be defined as the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the Agency can utilize and take beneficial use of the Work for its intended use or purpose. Substantial Completion does not occur until the Equipment or system has been commissioned, accepted, and the "Substantial Completion" form fully executed.



After the warranty period, ESCO will have no responsibility for performing maintenance, repairs, or making manufacturer warranty claims relating to the Equipment, except as provided in **Schedule J - ESCO's Maintenance Responsibilities**.

ESCO further agrees to assign to DTMB or Agency all manufacturer's warranties relating to the Equipment and to deliver the written warranties, which must be attached and set forth as **Exhibit III - Equipment Warranties**; pursue rights and remedies against the manufacturers under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance. ESCO must, during the warranty period, notify DTMB and Agency whenever defects in Equipment parts or performance occur which give rise to warranty rights and remedies and those rights and remedies are exercised by ESCO. During the warranty period, the cost of any risk of damage or damage to the Equipment and its performance, including damage to property and equipment of the Agency, due to ESCO's failure to exercise its warranty rights obligations must be borne solely by ESCO.

All warranties, to the extent transferable, shall be transferable and extend to the Agency. The warranties must specify that only new, not reconditioned, parts may be used and installed when repair is necessitated by malfunction. All extended warranties must be addressed as the property of DTMB and Agency and appropriately documented and titled.

Nothing in the Equipment Warranties Section is to be construed as to excuse the ESCO from complying with its obligations to perform under all terms and conditions of this Contract.

ARTICLE 8. TRAINING BY ESCO

The ESCO must conduct the training program described in **Schedule M - ESCO's Training Responsibilities**. The training specified in **Schedule M - ESCO's Training Responsibilities** must be completed before acceptance of the Equipment installation. The ESCO must provide ongoing training with respect to updated or altered Equipment, including upgraded software. Ongoing training must be provided at no charge to the Agency and will have no effect on prior acceptance of Equipment installation.

ARTICLE 9. PERMITS AND APPROVALS; COORDINATION

Section 9.1. Permits and Approvals

Agency will use its best efforts to assist ESCO in obtaining all necessary permits and approvals for installation of the Equipment. The Agency, however, will not be responsible for payment of any permit fees. The Equipment and the operation of the Equipment by ESCO must at all times conform to all federal, state, and local code requirements. ESCO must furnish copies of each permit or license which is required to perform the Work to Agency before the ESCO commences the portion of the Work requiring the permit or license.

Section 9.2. Coordination During Installation

The Agency and ESCO must coordinate the activities of ESCO's Equipment installers with those of the Agency, its employees, and agents. ESCO must not commit or permit any act which will interfere with the performance of business activities conducted by the Agency or its employees without prior written approval of the Agency.



ARTICLE 10. PERFORMANCE BY ESCO**Section 10.1. Corrective Action; Accuracy of the Services**

ESCO must perform all tasks/phases under the Contract, including construction, and install the Equipment without causing harm to the structural integrity of the buildings or their operating systems and so as to conform to the standards specified in **Schedule I - Standards of Comfort** and the construction schedule specified in **Schedule G - Construction and Installation Schedule**. ESCO must repair and restore to its original condition any area of damage caused by ESCO's performance under this Contract. The Agency reserves the right to review the work performed by ESCO and to direct ESCO to take corrective action if, in the opinion of the DTMB and Agency, the structural integrity of the Facility or its operating system is or will be damaged. All costs associated with corrective action to damage caused by ESCO's performance of the work must be borne exclusively by ESCO.

ESCO is solely responsible for the professional and technical accuracy of all services performed, whether by the ESCO, its subcontractors, or others on its behalf, throughout the term of this Contract.

Section 10.2. Annual Reporting Requirements; Annual ENERGY STAR Rating

Within ninety (90) days of the end of each year during the guarantee period as specified in **Schedule C - Energy and Cost Savings Guarantee** the ESCO must complete and submit the data required in **Schedule R - Annual Reporting Requirements**. The ESCO shall provide an ENERGY STAR rating for each eligible facility for each year of the guarantee period if applicable.

ARTICLE 11: ENVIRONMENTAL REQUIREMENTS**Section 11.1. Excluded Material and Activities**

DTMB and Agency recognizes that with the installation and/or service or maintenance of Equipment at Agency's Facility ESCO may encounter, but is not responsible for, any work

relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, (ii) fungus (any type of form of fungi, including mold or mildew, and myotoxins, spores, scents or by-products produced or released by fungi), (iii) incomplete or damaged work or systems or code violations that may be discovered during or prior to the work of this agreement, or (iv) pollutants, hazardous wastes, hazardous materials, contaminants other than those described in this Section below (collectively "Hazardous Materials"), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof. The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities". Agency agrees that if performance of work involves any Excluded Materials and Activities, Agency will perform or arrange for the performance of such work and will bear the sole risk and responsibility therefore. In the event ESCO discovers Hazardous or Excluded Materials, ESCO will immediately cease work, remove all ESCO personnel or subcontractors from the site, and notify DTMB and Agency. The Agency is be responsible to handle such Materials at its expense. ESCO will undertake no further work at the Facility except as authorized by the Agency in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or



remediation by the Agency shall not constitute a default by DTMB and Agency. In the event of such stoppage of work by ESCO, the Time for Completion of Work will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by ESCO as a result will be added by Change Order. In the event of discovery of Hazardous or Excluded Materials, the State can terminate this Contract.

ESCO is solely responsible for any hazardous or other materials, including, without limitation, those listed in this **Section 11.1** that it may bring to the Facility.

Section 11.2. Polychlorinated Biphenyl (PCB) Ballasts; Mercury Lamps

ESCO's is responsible for the proper and legal management in the disposal of all of the Facility's PCB ballasts removed as a result of the installation of the Equipment. ESCO must enter into a subcontract with an approved PCB ballast disposal ESCO who will provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services for PCB ballasts. All capacitors and asphalt potting compound materials removed from Facility's PCB ballasts must be incinerated in a federally approved facility. After proper disposal, a Certificate of Destruction must be provided by the approved facility to DTMB and Agency. ESCO will enter into a subcontract with an approved lamp disposal company who will provide approved containers, materials required to label, transportation, recycling or incineration in accordance with EPA requirements, and a copy of the manifest.

Agency agrees to sign manifests of ownership for all PCB ballasts and mercury lamps removed from the Facility.

ARTICLE 12. OWNERSHIP OF CERTAIN PROPRIETARY RIGHTS; EXISTING EQUIPMENT

Section 12.1. Ownership of Certain Proprietary Property Rights

Agency will not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. The ESCO must grant to the State of Michigan Agency a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Agency to continue to operate, maintain, and repair the Equipment in a manner that will yield guaranteed utility consumption reductions for the specified Contract term. ESCO will not be liable for providing new versions of software or other enhancements if or unless the new versions or enhancements are necessary to achieve the guaranteed utility consumption for the expected useful life of the Equipment.

Section 12.2. Ownership of Existing Equipment

Ownership of the equipment and materials presently at the Facility at the time of execution of this Contract remain the property of the Agency even if it is replaced or its operation made unnecessary by work performed by ESCO pursuant to this Contract. The ESCO must notify the Agency in writing of all equipment and materials to be replaced at the Facility and the Agency must within **15 days** designate in writing to the ESCO the equipment and materials that must not be disposed of off-site by the ESCO. It is agreed to by both Parties that the Agency is responsible for designating the storage location for the equipment and materials not be



disposed of by ESCO. The ESCO is responsible for the disposal of all equipment and materials designated by the Agency as disposable off-site in accordance with all applicable laws and regulations for disposals.

ARTICLE 13. LOCATION AND ACCESS

ESCO acknowledges that there exists sufficient space at the Facility for the installation and operation of the Equipment. Agency must take reasonable steps to protect the Equipment from damage, theft, and misuse during the term of this Contract. Subject to Agency's security requirements, Agency must provide access to the Facility for ESCO to perform any function related to this Contract during regular business hours, or at other reasonable hours as may be requested by ESCO and acceptable to the Agency. ESCO must be granted immediate access to make emergency repairs or corrections as it may, in its discretion, determine are needed. The ESCO's access to the Facility to make emergency repairs or corrections must not be unreasonably restricted by the Agency, ESCO must immediately notify the Agency when emergency action is taken and follow up with written notice within three (3) business days specifying the action taken, the reasons for the action, and the impact to the Facility, if any.

ARTICLE 14. EQUIPMENT SERVICE

Section 14.1. Actions by ESCO

ESCO must provide all service, repairs, and adjustments to the Equipment pursuant to **Schedule J - ESCO's Maintenance Responsibilities**. Agency will incur no cost for Equipment service, repairs, and adjustments, except as set forth in **Schedule D - Compensation to ESCO for Annual Services**, provided, however, that if the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Agency or any employee or other agent of Agency, and ESCO can demonstrate such causal connection, ESCO may charge Agency for the actual cost of the maintenance or repair if cost is not covered by a warranty or insurance.

Section 14.2. Malfunctions and Emergencies

Agency will use its best efforts to notify the ESCO or its designated subcontractors within 24 hours after the Agency's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Facility (iii) any alteration or modification in any energy-related equipment or its operation.

Where Agency exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it will be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Agency will notify ESCO within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. ESCO must respond or cause its designee(s) to respond within **24 hours** and must promptly proceed to institute corrective measures. Any telephonic notice of such conditions by Agency must be followed within three business days by written notice to ESCO from Agency. If Agency unreasonably delays in notifying ESCO of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, ESCO may charge Agency for its loss, due to the delay, associated with the guaranteed savings under this Contract for the particular time period, provided that ESCO is able to show the direct causal connection between the delay and the loss.



The ESCO must provide a written record of all service work performed to DTMB and Agency. . This record must state the reason for the service, description of the problem, and the corrective action performed.

Section 14.3. Actions by Agency

Agency must not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of ESCO except as set forth in **Schedule K - Agency's Maintenance Responsibilities**. Agency may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify ESCO before taking any actions. In the event of an emergency, Agency must take reasonable steps to protect the Equipment from damage and use its best efforts to reasonable follow the instructions for emergency action provided in advance by ESCO. Agency agrees to maintain the Facility in good repair and to protect and preserve all portions which may in any way affect the operation or maintenance of the Equipment.

ARTICLE 15. MODIFICATION, UPGRADE OR ALTERATION OF THE EQUIPMENT

Section 15.1. Modification of Equipment

During the term of this Contract, Agency will not, without the prior written consent of ESCO, affix or install any accessory Equipment or device on any of the Equipment if the addition will change or impair the originally intended functions, value, or use of the Equipment without ESCO's prior written approval, which shall not be unreasonably withheld.

Section 15.2. Upgrade or Alteration of Equipment

ESCO must at all times have the right, subject to Agency's prior written approval, which approval must not be unreasonably withheld and Third Party Financing Company's prior written

consent to modify, replace or make additions to the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Facility, provided that: (i) the ESCO complies with the standards of comfort and services set forth in **Schedule I – Standards of Comfort** herein; (ii) the modification or addition to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable the ESCO to achieve the guaranteed energy and cost savings at the Facility and; (iii) all costs incurred relative to the modification, addition to or replacement of the Equipment, or operational changes or new procedures must be solely the responsibility of the ESCO.

All proposed modifications, additions or replacements of the Equipment or revisions to operating or other procedures must be described in a supplemental Schedule(s) to be provided to the DTMB and Agency for approval, which may not be unreasonably withheld, provided that any replacement of the Equipment must, unless otherwise agreed, be new and have equal or better potential to reduce energy consumption at the Facility than the Equipment being replaced. The ESCO must have the right to update all software used in connection with the Equipment in accordance with **Section 12.1 Ownership of Certain Proprietary Rights** and **Schedule J - ESCO's Maintenance Responsibilities**. All replacements of and alterations or additions to the Equipment must become part the Equipment described in **Schedule A - Equipment to be Installed by ESCO** and must be covered by terms of **Section 6 - Construction Schedule and Equipment Installation; Approval.**



ARTICLE 16. STANDARDS OF COMFORT

ESCO must maintain and operate the Equipment in a manner which will provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality and levels required in **Schedule I - Standards of Comfort**. During the term of this Contract, ESCO and Agency will maintain, according to **Schedule J - ESCO's Maintenance Responsibilities** and **Schedule K - Agency's Maintenance Responsibilities**, and operate the Equipment in a manner that will provide the standards of comfort and levels of operation in **Schedule I – Standards of Comfort**.

ARTICLE 17. MATERIAL CHANGES**Section 17.1. Material Change Defined**

A Material Change will include any change in or to the Facility, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of the DTMB and Agency, to increase or decrease annual energy consumption in accordance with the provisions and procedures in **Schedule E - Baseline Energy Consumption** and **Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline** by at least **2%** after adjustments for climatic variations. Actions by the Agency which may result in a Material Change include but are not limited to the following:

- (i) manner of use of the Facility by the Agency; or
- (ii) hours of operation for the Facility or for any equipment or energy using systems operating at the Facility; or
- (iii) Permanent changes in the comfort and service parameters set forth in **Schedule I - Standards of Comfort**; or
- (iv) occupancy of the Facility; or
- (v) structure of the Facility; or
- (vi) types and quantities of equipment used at the Facility or
- (vii) modification, renovation or construction at the Facility; or
- (viii) the Agency's failure to provide maintenance of and repairs to the Equipment in accordance with **Schedule K - Agency's Maintenance Responsibilities**; or
- (ix) any other conditions other than climate affecting energy use at the Facility including but not limited to the replacement, addition or removal of energy and water consuming devices whether plug in or fixed assets,
- (x) casualty or condemnation of the Facility or Equipment, or
- (xi) changes in utility provider or utility rate classification, or
- (xii) any other conditions other than climate affecting energy or water use at the Facility.
- (xiii) Modifications, alterations or overrides of the energy management system schedules or hours of operation, set back/start up or holiday schedules.

Section 17.2. Reported Material Changes; Notice by Agency

The Agency must use its best efforts to deliver to the ESCO a written notice describing all actual or proposed Material Changes in the Facility or in the operations of the Facility at least **15 days** before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to the ESCO of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification will be deemed sufficient if given by the Agency within **48 hours** after having actual knowledge



that the event constituting the Material Change occurred or was discovered by the Agency to have occurred.

Section 17.3. Other Adjustments

As agreed in Section 17.1 Agency will notify ESCO of Materials Changes as known. Both Parties have a vested interest in meeting the guaranteed savings of the Contract. As such, the ESCO will work with DTMB and Agency to investigate, identify and correct any changes that prevent the guaranteed savings from being realized. As a result of any investigation, ESCO, DTMB and Agency must determine what, if any, adjustments to the baseline must be made in accordance with the provisions set forth in **Schedule F - Savings Measurement and Verification Plan; Methodology to Adjust Baseline** and **Schedule E - Baseline Energy Consumption**. Any disputes between the Agency and the ESCO concerning any such adjustment shall be resolved in accordance with the provisions of **Schedule O - Alternative Dispute Resolution Procedures (Refer to Section 2.190 Dispute Resolution)** hereto.

- ARTICLE 18. PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION - Refer to Section 2.130 Insurance**
- ARTICLE 19. CONDITIONS BEYOND CONTROL OF THE PARTIES - Refer to Section 2.244 Excusable Failure**
- ARTICLE 20. EVENTS OF DEFAULT - Refer to Section 2.150 Termination/Cancellation**
- ARTICLE 21. REMEDIES UPON DEFAULT - Refer to Section 2.150 Termination/Cancellation**
- ARTICLE 22. ASSIGNMENT - Refer to Section 2.029 Assignments**
- ARTICLE 23. REPRESENTATIONS AND WARRANTIES – Refer to Section 2.120 Warranties**
- ARTICLE 24. ADDITIONAL REPRESENTATIONS OF THE PARTIES**

Agency hereby, represents that:

- (i) it has provided or will provide timely to ESCO, all records relating to energy usage and energy-related maintenance of Facility requested by ESCO and the information provided is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and
- (ii) it has not entered into any leases, contracts or Contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Facility or with regard to servicing any of the energy related equipment located in the Facility. Agency will provide ESCO with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Facility which may be later executed within **14 days** after execution.



ESCO hereby warrants, represents and promises that:

- (i) before commencing performance of this Contract:
 - (a) it is licensed or otherwise authorized to do business in the State of Michigan.
 - (b) it has provided proof and documentation of all insurance and bonds required for this Contract;
- (ii) it will make available, upon request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;
- (iii) it will use qualified subcontractors who are qualified, licensed and bonded in Michigan to perform the subcontracted work pursuant to the terms of this Contract. hereof;
- (iv) The Equipment will meet or exceed the requirements set forth in **Section 6.2 - Systems Start Up and Equipment Commissioning** and in
- (v) **Schedule H - Systems Start-Up and Commissioning of Equipment; Operating Parameters of Installed Equipment.**
- (vi) The Equipment is or will be compatible with all other Facility mechanical and electrical systems, subsystems, or components with which the Equipment interacts, and that, as installed, neither the Equipment nor such other systems, subsystems, or components will materially adversely affect each other as a direct or indirect result of Equipment installation or operation;
- (vii) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

ARTICLE 25. MICELLANEOUS DOCUMENTATION PROVISIONS

Section 25.1. Waiver of Liens, Construction Performance and Payment Bonds, Labor and Material Payment Bonds

All required bonds are incorporated into this Contract by reference as **Exhibit I - Performance Bond** and **Exhibit II - Labor and Material Payment Bond**, if applicable.

Section 25.2. Further Documents

The parties must execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 25.3 Agency's Responsibilities

(a) Methods of Operation by Agency

The Parties acknowledge and agree that the projected Energy and Water Cost Savings may not be obtained if certain procedures and methods of operation designed for energy and water conservation are not implemented, and followed by Agency on a regular and continuous basis.



(b) Agency's Maintenance Responsibilities

Agency agrees that it will adhere to, follow, and implement the energy conservation procedures and methods of operation agreed to by the Parties and set forth in **Schedule K - Agency Maintenance Responsibilities**.

(c) Inspection of Facility

ESCO will have the right once a month, with prior notice, to inspect Facility to determine if Agency is in compliance with its obligations as set forth in **Section 25.3(b)**. For the purpose of determining Agency's compliance, the checklist forth at **Schedule L - Facility Maintenance Checklist** as completed and recorded by ESCO during its monthly inspections, must be used to measure and record Agency's compliance. Agency will make the Facility available to ESCO for and during each monthly inspection, and will have the right to witness each inspection and ESCO's recordation on the checklist. Agency may complete its own checklist at the same time. ESCO agrees to not interfere with the Agency's operations during the monthly inspections.

Section 25.4. Waiver Of Liens

ESCO must obtain and furnish to DTMB and Agency a Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation, and servicing of each piece of Equipment.

ARTICLE 26: CONFLICTS OF INTEREST

Section 26.1 Conflicts of Interest - Refer to Section 2.035 Future Bidding Preclusion, Certifications and Representations Section 3.2 Ethics: Gratuities and Influence and 3.3 RFP Preparation

ARTICLE 27. COMPLETE CONTRACT - Refer to Section 2.004 Attachments & Exhibits, Section 2.021 Issuing Office

ARTICLE 28. APPLICABLE LAW - Refer to Section 2.210 Governing Law

ARTICLE 29. INTERPRETATION OF CONTRACT - Refer to Section 2.190 Dispute Resolution

ARTICLE 30. NOTICE - Refer to Section 2.025 Notices

ARTICLE 31. STATUTORY OBLIGATIONS

This Contract may be cancelled by DTMB provided ESCO is notified in writing at least thirty (30) business days prior to the effective date of cancellation and any of the following occur: (a) ESCO or any subcontractor, manufacturer, or supplier of ESCO appears in the register compiled by the Michigan Department of Labor pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act); (b) ESCO or any subcontractor, manufacturer, or supplier of Lessor is found liable for discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq (Elliott-Larsen Civil Rights Act) or 1976 PA 220, as amended, MCL 37.1101 et seq (Persons With Disabilities Civil Rights Act).



Nondiscrimination. ESCO shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq. and the Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons With Disabilities Civil Rights Act), and all other federal, state and local fair employment practices and equal opportunity laws, and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. ESCO agrees to include in every subcontract entered into for the performance of this contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.



CONTRACT ATTACHMENT I: Schedules, Exhibits, and Appendices
SCHEDULE A. EQUIPMENT TO BE INSTALLED BY ESCO

- 1) Mechanical Equipment Schedule
- 2) Lighting Equipment Schedule
- 3) Water Conservation Equipment Schedule

1) Mechanical Equipment Schedule:

ITEM	BUILDING	ROOM	NO. OF UNITS	MODEL NUMBER
RADIANT PANEL	CELL BLOCK 10	GUARDS WALKWAY	152	RUNTAL R-8 (9' PANEL)
RADIANT PANEL	CELL BLOCK 10	GUARDS WALKWAY	16	RUNTAL R-8 (12' PANEL)
RADIANT PANEL	CELL BLOCK 10	GUARDS WALKWAY	12	RUNTAL R-8 (13' PANEL)
AIR HANDLING UNIT	CELL BLOCK 10	ROOF	1	TRANE TSCX-1
AHU HEATING COIL CIRULATING PUMP (P-10, P-11)	CELL BLOCK 10	ATTIC	2	BELL & GOSSETT SERIES 90 SIZE 2AA
RADIANT PANEL	CELL BLOCK 9	GUARDS WALKWAY	136	RUNTAL R-8 (9' PANEL)
RADIANT PANEL	CELL BLOCK 9	GUARDS WALKWAY	16	RUNTAL R-8 (12' PANEL)
RADIANT PANEL	CELL BLOCK 9	GUARDS WALKWAY	12	RUNTAL R-8 (13' PANEL)
AIR HANDLING UNIT	CELL BLOCK 9	ROOF	1	TRANE TSCX-1
AHU HEATING COIL CIRULATING PUMP (P-12, P-13)	CELL BLOCK 9	ATTIC	2	BELL & GOSSETT SERIES 90 SIZE 2AA
GAS FIRED CONDENSING BOILER	CELL BLOCK 8	BASE LEVEL MECH ROOM	2	Aerco BMK-3.0 GWB
SYSTEM PUMP (P-1,2,3)	CELL BLOCK 8	BASE LEVEL MECH ROOM	3	BELL & GOSSETT SERIES 1510 SIZE 2-1/2AB
HYDRONIC UNIT HEATER	CELL BLOCK 8	BASE LEVEL MECH ROOM	1	TRANE UHSA042-S
HYDRONIC UNIT HEATER	CELL BLOCK 8	BASE LEVEL MECH ROOM	6	TRANE UHSA354-S
DOMESTIC WATER HEATER	CELL BLOCK 8	BASE LEVEL MECH ROOM	2	LOCHINVAR CFN2071PM
DOMESTIC WATER HEATER TANK	CELL BLOCK 8	BASE LEVEL MECH ROOM	2	LOCHINVAR RGA0432
DOMESTIC WATER HEATER RETURN PUMP (P-9)	CELL BLOCK 8	BASE LEVEL MECH ROOM	1	BELL & GOSSETT PL36
WATER METER	CELL BLOCK 8	BASE LEVEL MECH ROOM	1	DYNASONIC DTFXL-2-H



ITEM	BUILDING	ROOM	NO. OF UNITS	MODEL NUMBER
DOMESTIC WATER HEATER	BUILDING 16	BOILER ROOM	1	LOCHINVAR CFN0991PM
GAS FIRED UNIT HEATER	BUILDNG 29	1ST FLOOR	4	TRANE GKND-022
GAS FIRED UNIT HEATER	BUILDNG 31	1ST FLOOR	14	TRANE GKND-022
GAS FIRED UNIT HEATER	BUILDNG 31	2ND FLOOR	14	TRANE GKND-022
GAS FIRED UNIT HEATER	BUILDNG 32	BASEMENT	18	TRANE GKND-012
GAS FIRED UNIT HEATER	BUILDNG 32	1ST FLOOR	18	TRANE GKND-020
GAS FIRED UNIT HEATER	BUILDNG 32	2ND FLOOR	18	TRANE GKND-020
GAS FIRED INFRARED HEATER	BUILDNG 71	WORK AREA	6	SUPERIOR RADIANT PRODUCTS UX-125 (30 FT.)
GAS FIRED INFRARED HEATER	BUILDNG 71	WORK AREA	1	SUPERIOR RADIANT PRODUCTS UX-40 (10 FT.)
GAS FIRED INFRARED HEATER	BUILDNG 71	WASH BAY	1	SUPERIOR RADIANT PRODUCTS UXR-60 (20 FT.)
GAS FIRED CONDENSING BOILER	BUILDING 74	BREAK ROOM	1	LOCHINVAR KBN400
INDIRECT FIRE NATURAL GAS MAKE UP AIR HANDLING UNIT	BUILDING 79	DINING ROOM	2	RAPID 8-318-1000
GAS FIRED UNIT HEATER	BUILDNG 79	PAPER GOODS STORAGE	1	MODINE HOT DAWG HDS-60
GAS FIRED UNIT HEATER	BUILDNG 79	STAFF WORK AREA	1	MODINE HOT DAWG HDS-45
GAS FIRED UNIT HEATER	BUILDNG 79	DOCK ENTRY	1	MODINE HOT DAWG HDS-100
EXHAUST FAN	BUILDING 79	DINING ROOM	1	GREENHECK RBE-H54-30
DOMESTIC WATER HEATER	BUILDING 79	MECH ROOM	1	LOCHINVAR CFN401PM
GAS FIRED UNIT HEATER	BUILDNG 80	EAST OVERHEAD DOOR TO PROCESS CREAMERY AREA	1	TRANE GKND-010
GAS FIRED UNIT HEATER	BUILDNG 80	WEST OVERHEAD DOOR	1	TRANE GKND-010
GAS FIRED UNIT HEATER	BUILDNG 80	WEST OVERHEAD DOOR	5	TRANE GKND-012
GAS FIRED RTU WITH DX COOLING	BUILDNG 80	ROOF	1	TRANE YCD211
GAS FIRED UNIT HEATER	BUILDNG 213	GARAGE	4	TRANE GKND-010



2) Lighting Equipment Schedule:

1		H1	42	460.00	3,640	70,324.80	R4	42	234.00	35,773.92	34,550.88
	Description	Description					Description				
	WAREHOUSE	400 WATT METAL HALIDE FIXTURE					REPLACEMENT W/ 4' FLUORESCENT HIGH BAY FIXTURE W/ INTEGRAL SPECULAR REFLECTOR, (4) T5 HO LAMPS, (1) T5 ELECTRONIC BALLAST				
2		H1	10	460.00	3,640	16,744.00	R40	10	117.00	4,258.80	12,485.20
	Description	Description					Description				
	WAREHOUSE	400 WATT METAL HALIDE FIXTURE					REPLACEMENT W/ 4' FLUORESCENT HIGH BAY FIXTURE W/ INTEGRAL SPECULAR REFLECTOR, (4) T5 HO LAMPS, (1) T5 ELECTRONIC BALLAST INTEGRAL OCCUPANCY SENSOR				
3		H1	8	460.00	8,760	32,236.80	R4	8	234.00	16,398.72	15,838.08
	Description	Description					Description				
	WAREHOUSE	400 WATT METAL HALIDE FIXTURE					REPLACEMENT W/ 4' FLUORESCENT HIGH BAY FIXTURE W/ INTEGRAL SPECULAR REFLECTOR, (4) T5 HO LAMPS, (1) T5 ELECTRONIC BALLAST				
4		I1E	3	74.00	8,760	1,944.72	B2.1	3	42.00	1,103.76	840.96
	Description	Description					Description				
	MEZZ	4' SURFACE INDUSTRIAL W/ (2) 34 WATT F40/T12/CW/WM LAMPS, (1) ENERGY SAVING MAGNETIC BALLAST, HOODED					RELAMP REBALLAST W/ (2) F28T8 LAMPS, (1) LOW PWR HIGH EFFICIENCY ELECTRONIC BALLAST				
4.1		I1E	5	74.00	500	185.00	B2.1	5	42.00	105.00	80.00
	Description	Description					Description				
	MEZZ	4' SURFACE INDUSTRIAL W/ (2) 34 WATT F40/T12/CW/WM LAMPS, (1) ENERGY SAVING MAGNETIC BALLAST, HOODED					RELAMP REBALLAST W/ (2) F28T8 LAMPS, (1) LOW PWR HIGH EFFICIENCY ELECTRONIC BALLAST				
5		T5RP	1	89.00	8,760	779.64	L3	1	77.00	674.52	105.12
	Description	Description					Description				
	DRIVERS ROOM	2X4 RECESSED TROFFER WITH (3) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST, 18 CELL PARABOLIC LOUVER					RELAMP EXISTING FIXTURE W/ (3) F28T8 LAMPS				
6		T5RP	3	89.00	1,000	267.00	L3	3	77.00	231.00	36.00
	Description	Description					Description				
	DRIVERS ROOM	2X4 RECESSED TROFFER WITH (3) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST, 18 CELL PARABOLIC LOUVER					RELAMP EXISTING FIXTURE W/ (3) F28T8 LAMPS				
7		T5RP	8	89.00	1,500	1,068.00	L3	8	77.00	924.00	144.00
	Description	Description					Description				
	LOUNGE	2X4 RECESSED TROFFER WITH (3) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST, 18 CELL PARABOLIC LOUVER					RELAMP EXISTING FIXTURE W/ (3) F28T8 LAMPS				
8		T5RP	2	89.00	500	89.00	L3	2	77.00	77.00	12.00
	Description	Description					Description				
	STORAGE	2X4 RECESSED TROFFER WITH (3) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST, 18 CELL PARABOLIC LOUVER					RELAMP EXISTING FIXTURE W/ (3) F28T8 LAMPS				
9		I1R	1	60.00	500	30.00	L2	1	52.00	26.00	4.00
	Description	Description					Description				
	CUST	4' INDUSTRIAL W/ (2) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST					RELAMP EXISTING FIXTURE W/ (2) F28T8 LAMPS				
10		S2R	1	60.00	3,640	218.40	L2	1	52.00	189.28	29.12
	Description	Description					Description				
	PRISONER REST	4' SURFACE STRIP W/ (2) F32T8 LAMPS, (1) ELECTRONIC BALLAST, NO LENS					RELAMP EXISTING FIXTURE W/ (2) F28T8 LAMPS				
11		S2R	1	60.00	2,000	120.00	L2	1	52.00	104.00	16.00
	Description	Description					Description				
	REST	4' SURFACE STRIP W/ (2) F32T8 LAMPS, (1) ELECTRONIC BALLAST, NO LENS					RELAMP EXISTING FIXTURE W/ (2) F28T8 LAMPS				
12		T5RP	4	89.00	1,500	534.00	L3	4	77.00	462.00	72.00
	Description	Description					Description				
	OFFICES	2X4 RECESSED TROFFER WITH (3) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST, 18 CELL PARABOLIC LOUVER					RELAMP EXISTING FIXTURE W/ (3) F28T8 LAMPS				
13		T5RP	9	89.00	3,640	2,915.64	L3	9	77.00	2,522.52	393.12
	Description	Description					Description				
	SHOP OFFICE	2X4 RECESSED TROFFER WITH (3) 32 WATT F32T8 LAMPS, (1) ELECTRONIC BALLAST, 18 CELL PARABOLIC LOUVER					RELAMP EXISTING FIXTURE W/ (3) F28T8 LAMPS				
16		H1	4	460.00	4,380	8,059.20	V60A	4	22.00	385.44	7,673.76
	Description	Description					Description				